damage sustained by the *Portmar*, and also for "just compensation" for the requisition of title to the *Portmar* (in her partially repaired condition at Brisbane November 17, 1942) by the United States under Section 902 of the Merchant Marine Act, 1916 (R., pp. 703, 803, 513).

If respondent underwriters had been held liable to the petitioner in this case, they would then have been subrogated in full to all the rights of the petitioner against the United States in the Court of Claims proceeding. *United States* v. *American Tobacco Company* (1896) 166 U. S. 468; Rules of the Court of Claims, Rule 25(c). It can, therefore, make no difference to the United States whether its liability to the petitioner is for the petitioner's own account, or for account of subrogated hull underwriters, if, contrary to the Court of Appeals' decision, hull underwriters were to be held liable to the petitioner in this case.

The United States is not mentioned in the respondents' policies (R., p. 71), and is not an assured under those policies. That the United States paid the premium for the insurance, as stated on page 2 of the *amicus curiae* memorandum, is immaterial. It is settled law that the charterer who has, by its own acts, brought about damage to the insured vessel is liable to the vessel's hull insurer who has paid for such loss under its policy,—even though the charterer had paid the insurance premium. *White* v. *Upper Hudson Stone Co.* (1917 C. C. A. 2 C.) 248 Fed. 893, *cert. den.* 246 U. S. 665, and *Kennelly* v. *Frederick Starr Contracting Co.* (1918 C. C. A. 2 C.) 250 Fed. 229.

Both the District Court (R., p. 747) and the Court of Appeals (R., pp. 794, 796) found as a fact that the United States had taken over the *Portmar* and prevented her homeward voyage, prior to the damage sustained by her. The only question before this Court on the petition for certiorari is the correctness of the Court of Appeals' decision

that the breakup and termination of the insured voyage also terminated the voyage policies on hull (R., p. 802).

As pointed out on page 6 of our brief in opposition to the petition for certiorari in this case, this Court, in *Bradlie* v. *Maryland Insurance Co.* (1938), 12 Pet. 378, 401, held that hull insurance does not insure completion of the insured voyage. That holding has never since been questioned. The holding of the Court of Appeals is likewise in accord with the law as stated in 1867 by the leading American marine insurance text writer:

> "The risk ends when the voyage is intercepted and broken up, although it is by a peril not insured against." *Phillips on Insurance* (5th Ed.), Sec. 967.

It is likewise in accord with the law in England as to *hull* insurance as stated in *Rickards* v. *Forestal* (1942), A. C. 50 at pages 69, 70, 71 and 90, as quoted at pages 5 and 6 of our brief in opposition to the petition for certiorari.

There are no decisions to the contrary.

There are, therefore, contrary to the Government's Memorandum, no important questions of Federal law requiring review by this Court.

Conclusion.

Neither the petition for certiorari nor the Acting Solicitor General's Memorandum as *amicus curiae* states any valid ground for granting a writ of certiorari in this case, No. 303, and the petition for certiorari should be denied.

Respectfully submitted,

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Dated New York, October 7, 1952.